

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

STARBUCKS CORPORATION

and

**Cases 19-CA-296424
19-CA-297460**

**WORKERS UNITED LABOR UNION
INTERNATIONAL, affiliated with SERVICE
EMPLOYEES INTERNATIONAL UNION**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”) and to avoid unnecessary costs and delay, IT IS ORDERED THAT Cases 19-CA-296424 and 19-CA-297460, which are based on charges against Starbucks Corporation (“Respondent”) filed by Workers United Labor Union International, affiliated with Service Employees International Union (“the Union”), herein identified by its proper legal name, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to § 10(b) of the National Labor Relations Act (“the Act”), 19 U.S.C. § 151 *et seq.*, and § 102.15 of the Board’s Rules and Regulations, and alleges that Respondent has violated the Act as described below.

1.

(a) The initial charge in Case 19-CA-296424 was filed by the Union on May 24, 2022, and a copy was served on Respondent by U.S. mail on about May 25, 2022.

(b) The first amended charge in Case 19-CA-296424 was filed by the Union on June 2, 2022, and a copy was served on Respondent by U.S. mail on about June 3, 2022.

(c) The second amended charge in Case 19-CA-296424 was filed by the Union on June 7, 2022, and a copy was served on Respondent by U.S. mail on about the same date.

(d) The third amended charge in Case 19-CA-296424 was filed by the Union on June 14, 2022, and a copy was served on Respondent by U.S. mail on about the same date.

(e) The fourth amended charge in Case 19-CA-296424 was filed by the Union on August 12, 2022, and a copy was served on Respondent by U.S. mail on about the same date.

(f) The fifth amended charge in Case 19-CA-296424 was filed by the Union on September 16, 2022, and a copy was served on Respondent by U.S. mail on about September 19, 2022.

(g) The sixth amended charge in Case 19-CA-296424 was filed by the Union on October 27, 2022, and a copy was served on Respondent by U.S. mail on about October 28, 2022.

(h) The initial charge in Case 19-CA-297460 was filed by the Union on June 10, 2022, and a copy was served on Respondent by U.S. mail on about June 13, 2022.

(i) The first amended charge in Case 19-CA-297460 was filed by the Union on November 11, 2022, and a copy was served on Respondent by U.S. mail on about November 14, 2022.

2.

(a) At all material times, Respondent has been a Washington corporation headquartered in Seattle, Washington, and has been engaged in operating over 17,000 public restaurants selling food and beverages throughout the United States, including the following stores (the “facilities”):

STORE #	LOCATION
#22349	2830 Willamette St, Eugene, OR 97405
#22591	1395 University St, Eugene, OR 97403
#03367	1115 Valley River Dr, Eugene, OR 97401
#17920	3110 W 11 th Ave, Eugene, OR 97402
#27299	1895 Franklin Blvd, Eugene, OR 97403
#03409	495 W 7 th Ave, Eugene, OR 97401
#02975	3003 N Delta Hwy #301, Eugene, OR 97408
#00469	555 SW Oak St, Portland, OR 97204
#50363	525 NE Grand Ave, Portland, OR 97232
#14045	2880 SE Powell Blvd, Portland, OR 97202
#02925	2328 W Burnside St #2, Portland, OR 97210
#03374	7001 SE Milwaukie Ave, Portland, OR 97202
#00454	7315 SW Garden Home Rd, Portland, OR 97223
#17747	12235 N Center Ave, Portland, OR 97217
#00304	101 Broadway E, Seattle, WA 98102
#10795	315 Cooper Point Rd NW, Unit 101, Olympia, WA 98502
#98117	9999 Holman Rd NW, Seattle, WA 98117
#03281	1600 E Olive Way, Seattle, WA 98102

#11159	5300 Capitol Blvd SE, Tumwater, WA 98501
#08740	3625 Broadway, Suite A, Everett, WA 98201
#03448	2344 Eastlake Ave E, Seattle, WA 98102

(b) In conducting its business operations described above in paragraph 2(a) during the last 12 months, which period is representative of all material times, Respondent derived gross revenues in excess of \$500,000.

(c) In conducting its business operations described above in paragraph 2(a) during the last 12 months, which period is representative of all material times, Respondent purchased and received goods in the State of Washington valued in excess of \$50,000 directly from points located outside the State of Washington.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

(a) At all material times, the Union has been a labor organization within the meaning of § 2(5) of the Act.

(b) At all material times, each joint board affiliate of the Union has been a labor organization within the meaning of § 2(5) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

(b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)

[illegible]

5.

(a) The following employees of Respondent at each of the 21 stores listed in paragraph 2(a) above all constitute single-store units (collectively, the “Units”) appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act:

All full-time and regular part-time baristas and shift supervisors employed by Respondent at each of these 21 stores; but excluding all store managers, office clericals, confidential employees, managerial employees, and all other employees, professional employees, and guards and supervisors as defined in the Act.

(b) On various dates from December 17, 2021, through July 7, 2022, representation elections were conducted among the employees in the Units and, on the

dates set forth below, the Union was certified as the exclusive collective bargaining representative of each Unit at the corresponding store.

STORE	LOCATION	CERTIFICATION DATE
#00304	101 Broadway E, Seattle, WA 98102	March 30, 2022
#22349	2830 Willamette St, Eugene, OR 97405	April 21, 2022
#22591	1395 University St, Eugene, OR 97403	May 6, 2022
#27299	1895 Franklin Blvd, Eugene, OR 97403	May 6, 2022
#03409	495 W 7 th Ave, Eugene, OR 97401	May 6, 2022
#02975	3003 N Delta Hwy #301, Eugene, OR 97408	May 6, 2022
#10795	315 Cooper Point Rd NW, Unit 101, Olympia, WA 98502	May 9, 2022
#98117	9999 Holman Rd NW, Seattle, WA 98117	May 9, 2022
#03367	1115 Valley River Dr, Eugene, OR 97401	May 13, 2022
#17920	3110 W 11 th Ave, Eugene, OR 97402	May 13, 2022
#00469	555 SW Oak St, Portland, OR 97204	May 25, 2022
#50363	525 NE Grand Ave, Portland, OR 97232	May 25, 2022
#14045	2880 SE Powell Blvd, Portland, OR 97202	May 25, 2022
#03374	7001 SE Milwaukie Ave, Portland, OR 97202	June 2, 2022
#03448	2344 Eastlake Ave E, Seattle, WA 98102	June 8, 2022

#08740	3625 Broadway, Suite A, Everett, WA 98201	June 9, 2022
#00454	7315 SW Garden Home Rd, Portland, OR 97223	June 10, 2022
#17747	12235 N Center Ave, Portland, OR 97217	June 15, 2022
#03281	1600 E Olive Way, Seattle, WA 98102	June 15, 2022
#11159	5300 Capitol Blvd SE, Tumwater, WA 98501	June 15, 2022
#02925	2328 W Burnside St #2, Portland, OR 97210	July 7, 2022

(c) Since each of the certification dates noted above in paragraph 5(b), beginning on March 30, 2022, based on § 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of each of the Units at Respondent's identified stores.

6.

(a) From on or about December 17, 2021, until on or about June 9, 2022, the Union or one of its joint board affiliates, pursuant to § 9(a) of the Act, was certified as the exclusive collective bargaining representative of various units of all the full-time and regular part-time baristas and shift supervisors in approximately 150 of Respondent's stores around the United States as a result of a nationwide union organizing campaign.

(b) Since on or about June 9, 2022, the Union or one of its joint board affiliates, pursuant to § 9(a) of the Act, has been certified as the exclusive collective bargaining representative of various units of all the full-time and regular part-time baristas and shift supervisors in approximately 100 more of Respondent's stores around the United States as a result of the nationwide union organizing campaign.

7.

(a) On or about (b) (6), (b) (7)(C) 2022, Respondent, by its (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), during a (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), promised increased benefits at Respondent's U.S. stores, by stating:

And now, a third party is questioning [whether we can build trust with our people and our customers]. And so, the burden of proof is on us and we will demonstrate authentic servant leadership. That's who we have been. And we will – wait, wait for it – we will reinvent – you've asked why I'm coming back – I'm back because we have a responsibility and obligation to reinvent the role and responsibility of our company just as we have for 50 years reinvented the Starbucks experience. And so we have to customize new benefits and we have to demonstrate to our people they can trust us and we have to show up.

(b) On or about (b) (6), (b) (7)(C) 2022, Respondent, by (b) (6), (b) (7)(C), during a (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) policy forum, informed Respondent's employees at its U.S. stores that it would be and had been futile for them to select the Union as their collective-bargaining representative, by responding "No" to the interviewer's question about whether (b) (6), (b) (7)(C) "could ever see... embracing the Union as part of" the plans quoted above in paragraph 7(a), and further stating that "The primary reason is, we are in business to exceed the expectations of our customers. A hundred million people come into Starbucks. The customer experience will be significantly challenged and less than if a third party is integrated into our business."

8.

(a) Between on or about May 11 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #22349 in Eugene, Oregon,

despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(b) Since on or about May 11, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #22349.

(c) Between on or about May 12 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #22591 in Eugene, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(d) Between on or about May 12 and December 6, 2022, Respondent failed and refused to meet and bargain with the Union for a first contract for its Store #22591.

(e) Between on or about May 18 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #03367 in Eugene, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(f) Since on or about May 18, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #03367.

(g) Between on or about May 26 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #17920 in Eugene, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(h) Since on or about May 26, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #17920.

(i) Between on or about May 10 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #27299 in Eugene, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(j) Between on or about May 10 and December 7, 2022, Respondent failed and refused to meet and bargain with the Union for a first contract for its Store #27299.

(k) Between on or about May 10 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #03409 in Eugene, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(l) Between on or about May 10 and December 8, 2022, Respondent failed and refused to meet and bargain with the Union for a first contract for its Store #03409.

(m) Between on or about May 11 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #02975 in Eugene, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(n) Since on or about May 11, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #02975.

(o) Between on or about June 3 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #00469 in Portland, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(p) Since on or about June 3, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #00469.

(q) Between on or about June 4 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #50363 in Portland, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(r) Since on or about June 4, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #50363.

(s) Between on or about June 3 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #14045 in Portland, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(t) Since on or about June 3, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #14045.

(u) Between on or about June 4 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial

first contract bargaining session or sessions for its Store #02925 in Portland, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(v) Since on or about June 4, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #02925.

(w) Between on or about June 3 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #03374 in Portland, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(x) Since on or about June 3, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #03374.

(y) Between on or about June 21 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #00454 in Portland, Oregon, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(z) Since on or about June 21, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #00454.

(aa) Between on or about June 21 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #17747 in Portland, Oregon,

despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(bb) Since on or about June 21, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #17747.

(cc) Between on or about April 12 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #00304 in Seattle, Washington, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(dd) Since on or about April 12, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #00304.

(ee) Between on or about May 11 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #10795 in Olympia, Washington, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(ff) Between on or about May 11 and November 4, 2022, Respondent failed and refused to meet and bargain with the Union for a first contract for its Store #10795.

(gg) Between on or about May 11 and September 15, 2022, when Respondent closed its Store #98117 in Seattle, Washington, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for Store #98117, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(hh) Between on or about May 11 and September 15, 2022, prior to Respondent closing its Store #98117, Respondent failed and refused to meet and bargain with the Union for a first contract for Store #98117.

(ii) Between on or about June 16 and July 31, 2022, when Respondent closed its Store #03281 in Seattle, Washington, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for Store #03281, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(jj) Between on or about June 16 and July 31, 2022, prior to Respondent closing Store #03281, Respondent failed and refused to meet and bargain with the Union for a first contract for Store #03281.

(kk) Between on or about June 21 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #11159 in Tumwater, Washington, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(ll) Between on or about June 21 and November 7, 2022, Respondent failed and refused to meet and bargain with the Union for a first contract for its Store #11159.

(mm) Between on or about June 16 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #08740 in Everett, Washington, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(nn) Since on or about June 16, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #08740.

(oo) Between on or about June 24 and at least September 23, 2022, Respondent failed and refused to provide and/or delayed in providing the Union with dates for an initial first contract bargaining session or sessions for its Store #03448 in Seattle, Washington, despite the Union's multiple offers of bargaining dates and requests for dates from Respondent.

(pp) Since on or about June 24, 2022, Respondent has failed and refused to meet and bargain with the Union for a first contract for its Store #03448.

9.

By the conduct described above in paragraph 7, Respondent has been interfering with, retraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

10.

By the conduct described above in paragraph 8, Respondent has been failing and refusing to bargain collectively with the Union as the exclusive collective-bargaining representative of its employees in violation of §§ 8(a)(1) and (5) of the Act.

11.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practice allegations alleged above, the General Counsel seeks an Order requiring Respondent to:

(a) electronically distribute any Notice to Employees to all employees who are or have been employed by Respondent since April 12, 2022, by text messaging, e-mail, posting on social media websites, and posting on internal applications, including Partner Hub, if Respondent communicates with its employees by such means;

(b) at a meeting or meetings scheduled to ensure the widest possible attendance, have (b) (6), (b) (7)(C) read both the Notice to Employees and an Explanation of Rights to all employees employed by Respondent on work time in the presence of a Board agent and a representative of the Union, or have a Board agent read the Notice to Employees and an Explanation of Rights to employees employed by Respondent on work time in the presence of a representative of the Union and (b) (6), (b) (7)(C), and that a video recording of the reading of the Notice to Employees and the Explanation of Rights shall be made, with the recording being distributed to employees by electronic means or by mail;

(c) conduct a training session for its managers and supervisors on their obligations under the National Labor Relations Act;

(d) grant Board Agents access to Respondent's facilities and produce records so that the Board Agents can determine whether Respondent has complied with posting, distribution, and mailing requirements;

(e) grant the Union reasonable access to its bulletin boards and all places where notices to employees are customarily posted;

(f) bargain in good faith with the Union, on request, for the respective periods required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative of each of the Units; and

(g) adhere to the following bargaining schedule: (1) bargain on request within 15 days of a Board Order; (2) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; (3) prepare written bargaining progress reports every 15 days and submit them to the Regional Director and also serve the reports on the Union to provide the Union with an opportunity to reply; and (4) make whole employee negotiators for any earnings lost while attending bargaining sessions.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before January 10, 2023**. Respondent also must serve a copy of the answer on each of the other parties.

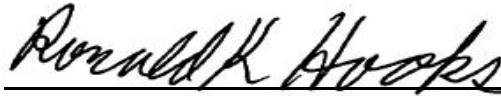
The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other

reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to the Consolidated Complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT, beginning at 9 a.m. on **the 27th day of June, 2023**, in a hearing room to be determined in the Jackson Federal Building, 915 Second Avenue, Seattle, Washington, or via the Zoom videoconference platform, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Seattle, Washington, this 27th day of December, 2022.

A handwritten signature in black ink that reads "Ronald K. Hooks". The signature is written in a cursive style with a horizontal line underneath it.

Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste. 2948
Seattle, WA 98174-1006

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 19-CA-296424 and 19-CA-297460

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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